

where a lessee having purchased his lease desires to close the leasehold register of his title, the application by him to close the leasehold title is evidence of intention and it is conceived that the same effect is obtained by his endorsing on his lease a memorandum that the same is cancelled.

Where a client purchases his lease, the fact that the same can be kept alive or cancelled should be explained to him, and if he has purchased to extinguish the lease, the memorandum above-mentioned should be endorsed on the lease and signed by him, to make matters perfectly clear. At the same time, it should be here said that the fact that the lease has been merged is often accepted without any direct evidence of intention—particularly where the buyer of the lease does not within a short space of time attempt to resell the lease of which he is the lessee.

Where the term of a lease is not more than 3 years it is usually called a tenancy agreement. A tenancy agreement may be under hand only—in fact is not required by law to be in writing at all, except where it is made by a tenant for life or by trustees or personal representatives.

A vexed question which often arises is whether a tenant is a weekly, monthly, quarterly, or yearly tenant. The mere fact that he pays his rent

quarterly does not make him a
quarterly tenant.
If the premises are let at a yearly rent,
notwith-
standing that the rent is to be paid
ever} ⁷ week, it
is a yearly tenancy. To make a tenancy
a weekly,
monthly, or quarterly one, the
premises must be
let at a weekly, monthly, or quarterly
rent. So a
week's notice is necessary to determine
a weekly
tenancy, a month's notice to determine
a monthly